

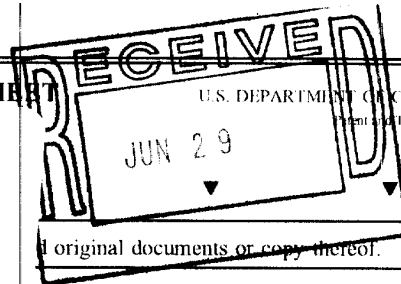
RE/ 7

FORM COVER SHEET

07-09-1998



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To the Honorable Commissioner of Pa

1. Name of conveying party(ies): BRONSON LABORATORIES, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (Delaware)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Additional Subsidiaries Supplement to Guarantee and Collateral Agreement

Execution Date: April 30, 1998

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent  
Internal Address: \_\_\_\_\_  
Street Address: 200 Jericho Quadrangle  
City: Jericho State: New York ZIP: 11753

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See attached Schedule 6

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.  
Internal Address: Simpson Thacher & Bartlett

07/08/1998 DMHUYEN 00000312 1044612

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$240

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Raymond M. Maiello, Esq.  
Name of Person Signing

[Signature]  
Signature

6/26/98  
Date

Total number of pages comprising cover sheet: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1750 FRAME: 0001

Schedules

Schedule 1	Notice Addresses of Guarantors
Schedule 2	Description of Pledged Stock
Schedule 3	Filings and Other Actions Required to Perfect Security Interests
Schedule 4	Location of Chief Executive Offices
Schedule 5	Location of Inventory and Equipment
Schedule 6	Patents and Patent Licenses; Trademarks and Trademark Licenses

NOTICE ADDRESSES OF GUARANTORS

Bronson Laboratories Inc.  
c/o Twin Labs Corporation  
150 Motor Parkway  
Hauppauge, New York 11788

Schedule 2

DESCRIPTION OF PLEDGED STOCK

<u>Grantor</u>	<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
	None			

FILINGS AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

New York Secretary of State  
Suffolk County  
Missouri Secretary of State  
City of St. Louis  
Arizona Secretary of State  
Utah Secretary of State

Patent and Trademark Filings

U.S. Patent and Trademark Office

Actions with respect to Pledged Stock

None

Other Actions

None

LOCATION OF CHIEF EXECUTIVE OFFICE

<u>Grantor</u>	<u>Location</u>
Bronson Laboratories Inc.	150 Motor Parkway Hauppauge, New York 11788

LOCATION OF INVENTORY AND EQUIPMENT

Grantor

Location

Bronson Laboratories Inc.

1945 Craig Road  
St. Louis, Missouri

227 South Smith Road #103  
Tempe, Arizona

405 & 429 South Fiesta Lane  
Tempe, Arizona

PATENTS AND PATENT LICENSES

None

TRADEMARKS AND TRADEMARK LICENSES

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
Insurance Formula	1,044,612	July 27, 1976
GTC Formula	1,203,331	August 3, 1982
The Bronson Formula	1,253,558	October 11, 1983
Nutrivision	1,697,318	June 30, 1992
Formula 28	1,736,003	December 1, 1992
OK 4 Kids and Design	1,756,409	March 9, 1993
Misc. Design (Animals)	1,799,008	October 19, 1993
Performance Edge	1,840,269	June 21, 1994
Herbal Defense Formula	2,126,008	December 30, 1997



## ADDITIONAL SUBSIDIARIES SUPPLEMENT

SUPPLEMENT NO. 3, dated April 30, 1998 to the Guarantee and Collateral Agreement, dated as of May 7, 1996 (as amended, supplemented or otherwise modified, the "*Guarantee and Collateral Agreement*"), made by Twin Lab Corporation (f/k/a TLG Laboratories Holding Corp.), a Delaware corporation ("*Holdings*"), Twin Laboratories Inc. (f/k/a Natur-Pharma, Inc.), a Utah corporation (the "*Borrower*"), and certain subsidiaries of the Borrower from time to time parties thereto in favor of The Chase Manhattan Bank (f/k/a Chemical Bank), as administrative agent for the Lenders (as hereinafter defined).

### W I T N E S S E T H :

WHEREAS, pursuant to the Amended & Restated Credit and Guarantee Agreement, dated as of November 15, 1996, among Holdings, the Borrower, the several banks and other financial institutions from time to time parties thereto (the "*Lenders*"), The Bank of New York, as co-agent and The Chase Manhattan Bank, as administrative agent, the Lenders have severally agreed to make loans to, and to issue or participate in letters of credit for the account of, the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, subsection 6.10(b) of the Credit Agreement requires that any Subsidiary (other than a Foreign Subsidiary) of the Borrower created or acquired after the Closing Date become a Grantor and a Guarantor under the Guarantee and Collateral Agreement by executing and delivering a supplement thereto;

WHEREAS, the Guarantee and Collateral Agreement provides that any such Subsidiary, although not a Grantor or a Guarantor thereunder at the time of the initial execution thereof, may become a Grantor and a Guarantor under the Guarantee and Collateral Agreement upon the delivery to the Administrative Agent of a supplement in substantially the form of this Supplement; and

WHEREAS, the undersigned was not a Subsidiary on the Closing Date and, therefore, was not a party to the Guarantee and Collateral Agreement but is now required by the Credit Agreement to become a Grantor and a Guarantor thereunder;

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement shall have their defined meanings when used herein.

2. Supplement to Guarantee and Collateral Agreement. (a) The undersigned (i) agrees to be bound by (A) all of the provisions of the Guarantee and Collateral Agreement applicable to a Grantor thereunder and (B) all of the provisions of the Guarantee and Collateral Agreement applicable to a Guarantor thereunder and (ii) agrees that it shall, on the date hereof, become a Grantor and a Guarantor for all purposes of the Guarantee and Collateral Agreement to the same extent as if originally a party thereto with

the representations and warranties contained therein being deemed to be made by the undersigned, after giving effect to this Supplement, as of the date hereof and as of each other date hereafter contemplated thereby.

(b) From and after the date hereof, the Guarantee and Collateral Agreement is hereby supplemented by adding the Collateral and other information set forth on Schedules 1 through 6 hereto to the list of Collateral and other information set forth on Schedules 1 through 6, respectively, of the Guarantee and Collateral Agreement.

(c) The undersigned hereby pledges (or causes to be pledged) all of its Pledged Stock and grants a first priority security interest in its Collateral (subject to Liens permitted by the Guarantee and Collateral Agreement) to the Administrative Agent for the benefit of the Lenders, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Such grant shall be governed by the terms and conditions of the Guarantee and Collateral Agreement.


3. Limited Effect. Except as expressly modified hereby, the Guarantee and Collateral Agreement remains in full force and effect.

**4. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

5. Counterparts. This Supplement may be executed by the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

BRONSON LABORATORIES INC.

By:   
Name: *Brian Blechman*  
Title: *Executive Vice President*

STATE OF NEW YORK )

: ss:

COUNTY OF NEW YORK)

On April 24, 1997, before me personally came Brian Blechman,  
to me known, who, by me duly sworn, did depose and say that deponent resides at  
6 Pine Point Road, Lloyd Harbor, NY 11743, deponent is  
Executive VP of Bronson Laboratories Inc., the corporation described in and which  
executed the foregoing instrument; and that deponent signed deponent's name thereto by order  
of the Board of Directors of such corporation.

Nancy M. Scaduto  
Notary Public

NANCY M. SCADUTO  
Notary Public, State of New York  
No. 4909638, Suffolk County  
Commission Expires October 19, 1999